



AGREEMENT FOR SUSMP MAINTENANCE CITY OF BURBANK

This agreement for SUSMP Maintenance, dated ____ day of _____, 20__, (“Effective Date”) is executed between _____ and the City of Burbank, a Municipal Corporation (the “City”).

- 1) _____ (“Owner”) is the owner of real property within the City of Burbank described in attached Exhibit “A” (*attach legal description*), and is developing a project known as _____ (the “Project”) at _____, Burbank, California, situated on said real property.
- 2) The City desires that under the provisions of City Ordinance No. 3522, adopted September 5, 2000, relating to storm water discharge and urban runoff (the “Ordinance”), that certain stormwater treatment devices are to be properly maintained on a regular basis. Said Ordinance incorporates the “Standard Urban Stormwater Mitigation Plan for Los Angeles County and Cities in Los Angeles County”, adopted by the regional Water Quality Control Board, Los Angeles Region, on March 8, 2000 (“SUSMP”).
- 3) In compliance with said Ordinance and the approved Project Plans filed with the City, _____ will be installing stormwater treatment devices as specified on the approved drawings.
- 4) _____ hereby agrees to maintain the installed stormwater treatment devices in accordance with the maintenance schedule supplied by the device manufacturer, or at a level necessary to ensure continuing function and operability of the devices to ensure compliance with SUSMP as determined by the City Engineer, in his or her reasonable discretion and in accordance with industry standards, at no cost to the City. _____’s obligation to maintain the installed stormwater treatment devices shall include the obligation to replace or repair the devices as to be operable and functioning in compliance with SUSMP in the event said devices become defective or in a state of disrepair.
- 5) This agreement shall run in perpetuity with the land, or for the operating life of the Project, and shall be binding on the property owner, their heirs, successors, agents, or assigns. This Agreement may be released if, in the City’s reasonable discretion and in accordance with industry standards, alternative stormwater treatment devices are substituted into the Project, or are otherwise no longer necessary.

“CITY” City of Burbank, a Municipal Corporation

By: _____

Its: _____

“OWNER” _____

By: _____

Its: _____